

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION**

TUFCO L.P.,

Plaintiff,

v.

Case No. 1:21-cv-1199-WCG

RECKITT BENCKISER (ENA) B.V.

Defendant.

**PLAINTIFF'S MOTION TO COMPEL DISCOVERY
PURSUANT TO RULE 37(a)(3)(B)(iii)**

Pursuant to Fed. R. Civ. P. 37(a) and Civil L.R. 37, Plaintiff and Counterclaim Defendant Tufco L.P. ("Tufco"), by and through its undersigned counsel, hereby moves for an Order:

1. Compelling Defendant and Counterclaim Plaintiff Reckitt Benckiser (ENA) B.V. ("RB") to provide a complete response to Tufco's Interrogatory No. 7, including identification of all purchase orders or contracts or prospective contracts or purchase orders that RB contends it was unable to fulfill as a direct result of not receiving the wipes in bargained for in the Supply Agreement amongst RB and Tufco;
2. Compelling RB to provide a complete response to Tufco's Interrogatory No. 8, including identification of any purchase orders or contracts (other than the ones with Tufco) for the products to be supplied under the Supply Agreement that RB terminated, cancelled, or modified from January 1, 2019 to December 31, 2022;
3. Compelling RB to provide a complete response to Tufco's Interrogatory No. 12, including the complete basis for any damages, including the amounts of damages, that RB claims to have suffered as a result of Tufco's actions as alleged in RB's Counterclaim;
4. Compelling RB to produce to Tufco all documents responsive to Tufco's Request for

- Production No. 10, including all documents relating to RB's purported damages;
5. Compelling RB to produce to Tufco all documents responsive to Request for Production No. 17, including all documents substantiating the existence and purchase terms of the orders RB cut as a result of product shortages allegedly caused by Tufco, as well as internal and customer correspondence reflecting the cuts, the reasons for same, and related arrangements;
 6. An award of Tufco's costs and reasonable attorneys' fees in bringing this motion; and
 7. Any other relief this Court deems appropriate.

The grounds supporting this motion are fully set forth in Tufco's accompanying Memorandum of Law in Support of its Motion to Compel and the Declaration of Laith D. Mosely.

Dated: January 24, 2025

Respectfully submitted,

HANSEN REYNOLDS LLC

By: /s/ James F. Cirincione

James F. Cirincione

301 N. Broadway, Suite 400

Milwaukee, WI 53202

Phone: (414) 326-4941

Facsimile: (414) 273-8476

Email: jcirincione@hansenreynolds.com

RAINES FELDMAN LITTRELL LLP

By: /s/ Laith D. Mosely

Laith D. Mosely

1900 Avenue of the Stars, 19th Floor

Los Angeles, CA 90067

Phone: (310) 440-4100

Email: lmosely@raineslaw.com

Attorneys for Plaintiff Tufco LP

CERTIFICATION

I certify pursuant to Federal Rule of Civil Procedure 37 and Civil L.R. 37 that after the Plaintiff in good faith has conferred with the Defendant on June 17, 2024 in an effort to obtain the discovery without Court action, the Parties are unable to reach an accord.

Dated: January 24, 2025

By: /s/ Laith D. Mosely
Laith D. Mosely